

This instrument was prepared by:
 Carey F. Hollingsworth, Jr.
 AmSouth Bank N.A.
 P. O. Box 11426
 Birmingham, Alabama 35202

STATE OF ALABAMA)

SHELBY COUNTY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Sorsby Jemison (the "Testator") died on October 10, 1962, leaving a will dated August 3, 1961 (the "Will") which was duly admitted to probate by order of the Judge of Probate of Jefferson County, Alabama, and which is recorded at pages 971-976 of Volume 168 of the Will Records maintained in the office of said Judge of Probate; and

WHEREAS, the Testator at the time of his death was seized and possessed of an undivided interest in certain mineral and mining rights (the "Mineral Rights") more specifically described hereinafter, which Mineral Rights passed under the Will to The First National Bank of Birmingham, in Birmingham, Alabama and Elbert S. Jemison, Jr., as trustees of the trust created by the provisions of ITEM THREE of the Will (the "Trust"); and

WHEREAS, the name of said The First National Bank of Birmingham was changed on, to wit: March 26, 1983, to AmSouth Bank, National Association, which bank shall be sometimes hereinafter referred to as "AmSouth Bank, National Association;" and

WHEREAS, AmSouth Bank, National Association, and Elbert S. Jemison, Jr., have served as trustees of the Trust from the inception of the Trust until the death of Margaret P. Jemison on, to wit: February 11, 1984, at which time the Trust terminated pursuant to the provisions of ITEM THREE of the Will; and

WHEREAS, because no provision was made in the Will that upon termination of the Trust the then living descendants of certain deceased nieces or nephews of the Testator would succeed to any interest in the property comprising the Trust (the "Trust Property"), an Indenture (the "Indenture") was entered into and executed by and among all of the nieces and nephews, and their spouses, of the Testator, except the

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children of the Testator's sister, Annie Jemison Woodward, and the daughters of the Testator's brother, John S. Jemison, who were specifically excluded by the Will from succeeding to any interest in the Trust Property; and

WHEREAS, under the provisions of the Indenture the interests of all parties having an interest in the remainder of the Trust upon its termination were conveyed to said The First National Bank of Birmingham (now by change of name AmSouth Bank, National Association) in trust; and

WHEREAS, further provision was made in the Indenture for the disposition of all interests in the remainder of the Trust upon its termination; and

WHEREAS, reference is hereby made to said Indenture, a full, true and correct copy of which is attached hereto and incorporated herein by reference the same as if fully set forth herein, for a complete description of the rights and interests of all parties entitled to share in the remainder of the Trust upon its termination; and

WHEREAS, the Mineral Rights to which reference is made hereinabove comprised part of the Trust Property held by the Trustees upon termination of the Trust;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, AmSouth Bank, National Association (formerly The First National Bank of Birmingham), and Elbert S. Jemison, Jr., as trustees under the Will, and AmSouth Bank, National Association, as trustee under the Indenture (the "Grantors"), do hereby remise, release, quitclaim, grant and convey unto the following parties (the "Grantees"), and their respective heirs, successors and assigns, in the proportions indicated beside the name or description of each of said parties, respectively:

<u>Name or Description</u>	<u>Proportion</u>
✓ Edward W. Morris	One tenth (1/10)
✓ Doris Morris "	One tenth (1/10)
✓ Elizabeth M. Noell	One tenth (1/10)
Elbert S. Jemison, Jr.	One tenth (1/10)
✓ Eugenia Jemison Matthews	One tenth (1/10)
John S. Jemison, Jr.	One tenth (1/10)
Leonard Jemison	One tenth (1/10)

/Eugenia G. Brannon	One thirtieth (1/30)
✓Virginia G. Johnson	One thirtieth (1/30)
Louise Goodall Smith	One thirtieth (1/30)
Mary Nice Jemison and	One tenth (1/10)
William W. Jemison, Jr. as	
Trustees U/W/O William W.	
Jemison, deceased	
Joan Blakeway Jemison	One thirtieth (1/30)
/Ann Jemison Epps	One thirtieth (1/30)
Carol J. Lacy	One thirtieth (1/30)

all of the right, title and interest of the Grantors in and to an undivided one eighteenth (1/18) fractional interest in the following described mineral rights, only, situated in Shelby County, Alabama, viz:

The NE 1/4 of NE 1/4, the W 1/2 of NE 1/4, the NW 1/4, and the W 1/2 of SW 1/4 of Section 6; the SE 1/4 of NE 1/4, and the NW 1/4 of SW 1/4 of Section 10; and the W 1/2 of NW 1/4 of Section 18, all of above described being located in Township 20 South, Range 1 West, and containing 520 acres more or less.

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BOOK This conveyance is expressly made subject to such leases as may be presently outstanding and in force affecting all or any part of the right, title and interest of the Grantors in the minerals hereby conveyed; and the Grantors do hereby grant, convey, assign, set over, and deliver unto the Grantees, and their respective heirs, successors and assigns all rents, royalties and other rights to which the Grantors may be entitled under any such leases.

It is the intent of the Grantors to convey the aforesaid interest in all lands in Shelby County, Alabama, in and to which the Grantors own any undivided mineral interests and mining rights, whether or not herein described accurately or otherwise.

TO HAVE AND TO HOLD the estate, rights, and interests hereinabove described and conveyed, together with all of the rights, privileges, easements and appurtenances thereunto belonging or in anywise appertaining, unto the Grantees, and their respective heirs, successors and assigns forever.

This instrument is executed by the undersigned solely in their respective representative capacities described herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in their

corporate or individual capacities, and the undersigned expressly limit their liability hereunder to the property now or hereafter held by them in their representative capacities described.

IN WITNESS WHEREOF, AmSouth Bank, National Association by and through its duly authorized officer, and Elbert S. Jemison, Jr. have executed this instrument in their capacity as Co-Trustees Under the Will of Sorsby Jemison, deceased, and AmSouth Bank, National Association, in its capacity as trustee under the Indenture, has caused this instrument to be executed by its duly authorized officer on this 21st day of May 1984.

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ATTEST:

AMSOUTH BANK, NATIONAL ASSOCIATION
as Co-Trustee under the Will of
Sorsby Jemison, deceased

(Signature)
VICE PRESIDENT AND TRUST OFFICER

By: Henry A. Long Jr.
Its SENIOR VICE PRESIDENT & TRUST OFFICER

Elbert S. Jemison, Jr.
Elbert S. Jemison, Jr., as
Co-Trustee Under the Will of
Sorsby Jemison, deceased

ATTEST:

AMSOUTH BANK, NATIONAL ASSOCIATION
as Trustee under Indenture executed
by certain nieces and nephews, and
their spouses, of Sorsby Jemison,
deceased, and said Bank on various
dates between September 20, 1965, and
January 19, 1966.

(Signature)
VICE PRESIDENT AND TRUST OFFICER

By: Henry A. Long Jr.
Its SENIOR VICE PRESIDENT & TRUST OFFICER

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Henry D. Sorsby, Jr. whose name as Secretary of AmSouth Bank, National Association, Birmingham, Alabama, a corporation, as co-trustee under the will of Sorsby Jemison, deceased, 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 said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as co-trustee under the will of Sorsby Jemison, deceased.

Given under my hand and official seal this 25th day of

May, 1984.



Mary Steenie Terry
Notary Public

My Commission Expires MY COMMISSION EXPIRES OCTOBER 2, 1984

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Elbert S. Jemison, Jr., as co-trustee under the will of Sorsby Jemison, deceased, 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 said conveyance, he, in his capacity as co-trustee under the will of Sorsby Jemison, deceased, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of

May, 1984.



Mary Steenie Terry
Notary Public

My Commission Expires MY COMMISSION EXPIRES OCTOBER 2, 1984

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Henry A. Long, Jr. whose name as Assistant Vice President of AmSouth Bank, National Association, Birmingham, Alabama, a corporation, as trustee under Indenture executed by certain nieces and nephews, and their spouses, of Sorsby Jenison, deceased, and by said Bank, on various dates between September 20, 1965, and January 19, 1966, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as trustee as aforesaid.

Given under my hand and official seal this the 25th day of

May, 1984.

Mary Stearns Terry
Notary Public
My Commission Expires March 1, 1985



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459160
Will

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS all of the natural persons who are First Category signatories to this document ("This Indenture") do join in acknowledging, declaring and confirming, each to each and all of the others of them, and each and all of them to the undersigned The First National Bank of Birmingham (the "Bank"), that each and all of the following recitals are correct, viz. that:

(A) Sorsby Jemison (the "Testator") died October 10, 1962, leaving a will dated August 3, 1961 (the "Will") that has been duly admitted to probate by order of the Judge of Probate of Jefferson County, Alabama, and that is recorded at Pages 971-976 of Volume 168 of the Will Records maintained in the office of that Judge of Probate; and

(B) The administration of the Testator's probate estate has not yet been concluded; and

(C) Elbert S. Jemison, Jr. (a First Category signatory to This Indenture) and the Bank are now the duly qualified and acting executors (the "Executors") of the Testator's Will; and

(D) The Testator was not survived by any parent of his, or by any wife of his, or by any lineal descendant (of any degree) of his; and

(E) The Testator was survived by two brothers of his, viz. Elbert S. Jemison [Senior] and Robert Jemison, Jr., and by two sisters of his, viz. Bessie Jemison Morris and Annie Jemison Woodward; and

(F) The Testator was survived by one Margaret P. Jemison, the widow of one John S. Jemison [Senior], a brother of the Testator who predeceased the Testator; and

(G) Among the persons who survived the Testator were the following nieces and nephews of the Testator (each of whom is a First Category signatory to This Indenture): Elbert S. Jemison, Jr. and Eugenia Jemison Matthews (both being children of Elbert S. Jemison [Senior]); Robert Jemison, III, Virginia Jemison Goodall, and William Jemison (all being children of Robert Jemison, Jr.); Edward W. Morris, Elizabeth Morris Noell, and Lewis C. Morris, Jr. (all being children of Bessie Jemison Morris); and John S. Jemison, Jr., and Leonard Jemison (both being children of John S. Jemison [Senior], a brother of the Testator who predeceased the Testator); and

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(H) There appear in the preceding recital (G) the names of all nieces of the Testator who survived the Testator except for any nieces of the Testator who were daughters of the aforementioned John S. Jemison [Senior] or of the aforementioned Annie Jemison Woodward; and there also appear in the preceding recital (G) the names of all nephews of the Testator who survived the Testator except for any nephews of the Testator who were sons of the aforementioned Annie Jemison Woodward; and

(I) Heretofore after the Testator's death the aforementioned Bessie Jemison Morris has died; and

(J) Each of the natural persons who is a signatory to This Indenture is in possession of a true copy of, and has obtained all such legal and other advice as he or she desires with respect to the legal effect of, the Testator's Will; and

(K) With respect to the remainder upon termination of the trust created by Item Three of the Testator's Will, it appears from pertinent provisions of that Will (particularly those contained in the [unnumbered] penultimate

paragraph of that Item Three) that, even if some one or more presumptively entitled nieces and nephews of the Testator (i.e., the First Category signatories to This Indenture) shall in fact be living at the time of the death of the last of Elbert S. Jemison [Senior], Robert Jemison, Jr., Annie Jemison Woodward, and Margaret P. Jemison to die [which time is in This Indenture called the "Time of Termination" of the aforesaid trust], the Will does not provide for any participation in that remainder with respect to any presumptively entitled niece or nephew of the Testator who, whenever born or to be born, shall have died before the Time of Termination of the aforesaid trust; and

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(L) Having in mind the uncertainty of life, the particular nieces and nephews of the Testator that are named in recital (G) of This Indenture have made and executed, and do make and execute, This Indenture, each of them by agreement with each and all of the others of them, separately and severally; and

(M) The Bank makes and executes This Indenture by agreement with each and all of the nieces and nephews of the Testator that are (First Category) signatories to This Indenture; and

(N) The spouses of such of the First Category signatories as are married at the time of the execution of This Indenture do desire to evidence their irrevocable consent to and joinder in the actions committed by the presumptively entitled nieces and nephews of the Testator, and therefore do execute This Indenture as "Second Category" signatories to This Indenture.

NOW, THEREFORE,

(1) Each of the individual First Category signatories to This Indenture has granted, bargained, sold,

conveyed, assigned, transferred, and set over, and by the execution of This Indenture does grant, bargain, sell, convey, assign, transfer, and set over, to The First National Bank of Birmingham, Birmingham, Alabama, a national banking association having trust and other fiduciary powers, as trustee under This Indenture (and hereafter in This Indenture sometimes called the "Trustee" under This Indenture) each and every interest that he or she now has or may hereafter have in or to the or any remainder upon termination of the trust created by Item Three of the aforesaid last will and testament of Sorsby Jemison, deceased, dated August 3, 1961, together with each and every interest that he or she now has or may hereafter have in or to such real property and personal property as may or shall comprise that said remainder or any share or part thereof, and all whether the aforesaid interests or any of them may or shall be ascertained, ascertainable, unascertained, unascertainable, vested, unvested, contingent, springing, shifting or otherwise, and whether the aforesaid interests or any of them may or shall take effect by way of remainder, executory interest, use, or by any other means whatever, TO HAVE AND TO HOLD unto the said bank as Trustee upon and subject to the terms, trusts, provisions and conditions of This Indenture.

(2) It is the intention of each and all of the individual First Category signatories to This Indenture, and each and every one of them asserts, declares, and confirms, that This Indenture, and particularly the preceding paragraph (1) hereof, shall be so construed and given effect that, should any niece or nephew of Sorsby Jemison named in recital (G) of This Indenture be living at the Time of Termination of the aforesaid

trust, viz. at the death of the last of Elbert S. Jemison [Senior], Robert Jemison, Jr., Annie Jemison Woodward, and Margaret P. Jemison to die, in that case The First National Bank of Birmingham, Birmingham, Alabama, shall as Trustee under This Indenture have and hold and stand possessed of all such principal of the aforesaid trust at the aforesaid Time of Termination, and of all such real and personal property comprising the principal of the aforesaid trust at the aforesaid Time of Termination, as in the absence of This Indenture would vest absolutely in such one or more persons named in recital (G) of This Indenture as may be living at the said Time of Termination.

BOOK 356 PAGE 96 (3) Each particular respective individual Second Category signatory to This Indenture hereby irrevocably joins with his/her own particular respective spouse in granting, bargaining, selling, conveying, assigning, transferring, and setting over to the said bank as Trustee the interests that are designated by paragraph (1) of This Indenture, and also in signifying his/her own respective irrevocable consent to, and joinder with his/her own respective spouse in, each and all of the assertions, declarations, and confirmations set forth in the preceding paragraph (2) of This Indenture.

(4) The interests passing and to pass to the Trustee under This Indenture from the individual signatories hereto, however those interests may be defined or be able to be defined, and however designated or able to be designated, and by whatever names known to or called by anyone, and hereafter in This Indenture sometimes called the "Subject Matter" of the trust created by This Indenture, shall be disposed of in all respects according to such of the following provisions of This Indenture as shall be applicable according to their terms.

(5) Effective as at the Time of Termination of the trust created by Item Three of the Testator's Will, the Bank as Trustee under This Indenture shall apportion the Subject Matter of the trust created by This Indenture into ten equal and identical primary shares, one such share with respect to each natural person who is a First Category signatory to This Indenture. The particular primary share so apportioned with respect to a First Category signatory to This Indenture who shall be living at the aforesaid Time of Termination shall vest absolutely (both in interest and possession) in him or her at that same said time and shall forthwith be paid over and distributed to him or her to be his or hers absolutely and forever, free and clear of any trust under This Indenture. In the case of a particular primary share so apportioned with respect to a particular signatory to This Indenture who shall have died before the aforesaid Time of Termination, the Trustee shall, as at the aforesaid Time of Termination, stand possessed of that same said particular primary share in trust for such interests, legal or equitable, and in such equal or unequal proportions, shares and parts, as that same particular First Category signatory to This Indenture shall, by any will or codicil to be executed after This Indenture shall have become effective with respect to all signatories, and making explicit reference to the special limited power of appointment created by this paragraph (5) of This Indenture, validly and effectively appoint to or among or in trust for the benefit of any one or more persons, firms or corporations except that same particular First Category signatory, the estate of that same particular First Category signatory, a creditor (in his, her or

its capacity as creditor) of that same particular First Category signatory, or a creditor (in his, her or its capacity as creditor) of the estate of that same particular First Category signatory. It is here declared and directed by each and all of the natural persons who are signatories to This Indenture, jointly and severally, that the provisions of the preceding sentence of this paragraph (5) of This Indenture shall be so construed, limited, and given effect that no particular First Category signatory to This Indenture who shall die before the Time of Termination of the trust created by Item Three of the Testator's Will shall have or hold or exercise, with respect to any particular primary share apportioned with respect to him or her according to the provisions of this paragraph (5) of This Indenture, any power which, if had or held or exercised by that same particular First Category signatory, would require the inclusion of that same particular primary share (or of the value of that same particular primary share) in his or her federal gross estate by operation of the provisions of Section 2041 of the United States Internal Revenue Code of 1954 or any similar or corresponding provisions of the same or any other code or of any other federal statute or of any statute of Alabama or any other State. It is also here declared and directed by each and all of the natural persons who are signatories to This Indenture, jointly and severally, that the provisions of This Indenture relating to the special limited power of appointment that is the subject of the third sentence of this paragraph (5) are not intended to be so construed or given effect as to permit, and shall not be so construed or given effect as to permit, any First Category

signatory to This Indenture to make, or to attempt to make, with respect to any particular primary share apportioned with respect to him or her pursuant to the provisions of the first sentence of this paragraph (5), an appointment that constitutes a violation or an attempted violation of the Rule against Perpetuities or any rule of law relating to the permissible duration of a trust or power. So much or all if any of any particular primary share apportioned [pursuant to the provisions of the first sentence of this paragraph (5)] with respect to a particular First Category signatory to This Indenture who shall have died before the Time of Termination of the trust created by Item Three of the Testator's Will as shall for any reason not be appointed by the valid and effective exercise by that same particular said First Category signatory of the special limited testamentary power of appointment conferred upon him or her by the provisions of this paragraph (5) of This Indenture (hereafter in This Indenture called the "Unappointed Part" of that same particular said First Category signatory) shall at the aforesaid Time of Termination and thereafter be retained, held, distributed, or paid over, all as the case may be from time to time, and in all other respects dealt with and administered, according to such provisions of the following paragraph (6) as shall be applicable.

(6)

(6)(A) In this and the following lettered subparagraphs of this paragraph (6) there are set forth the provisions that are designated by the reference to paragraph (6) that is contained in paragraph (5) of This Indenture.

(6)(B) Wherever the following respective references appear in any of the lettered sub-paragraphs of this paragraph (6) of This Indenture, those respective references shall be construed and given effect to have the meanings now specified: (i) "Deceased First Category signatory" to This Indenture means and designates any particular natural person in question who shall have been a First Category signatory to This Indenture and who shall have died before the Time of Termination. (ii) The "Unappointed Part" of a particular Deceased First Category signatory means and designates the "Unappointed Part", as defined by paragraph (5) of This Indenture, of the primary share apportioned [pursuant to the provisions of paragraph (5) of This Indenture] with respect to that same particular (First Category) signatory.

(6)(C) In the event that any one or more of the following-described persons (whenever born heretofore or to be born hereafter) shall be living at the Time of Termination, viz.: any person who shall have been the spouse of a particular Deceased First Category signatory at the time of the death of that same particular said Deceased First Category signatory, and any person or persons who shall be any lineal descendant or lineal descendants of that same particular Deceased First Category signatory, then and in that same event the Unappointed Part of that same particular Deceased First Category signatory shall, as at the Time of Termination, be apportioned into a number (one only, or more than one, whatever the case may be) of equal shares (called "secondary shares") as follows: one such share with respect to the particular person, if any, who shall be living at the Time of Termination and who shall have been a

spouse of that same particular Deceased First Category
signatory at the time of the death of that same particu-
lar Deceased First Category signatory; one such share
with respect to each child of that same particular De-
ceased First Category signatory who shall be living at
the Time of Termination; and one such share with respect
to each child of that same particular Deceased First
Category signatory who shall have died before the Time
of Termination leaving any one or more lineal descen-
dants of his own or her own living at the Time of Termi-
nation. A secondary share apportioned as aforesaid
with respect to a person who shall have been such a spouse
as aforesaid of that same particular Deceased First Cate-
gory signatory shall at the Time of Termination vest ab-
solutely and forever in him or her (i.e., in the person
who shall have been such a spouse as aforesaid), and
shall thereupon and forthwith be distributed and paid
over to him or her to be his or hers absolutely and
forever, free and clear of any trust under This Inden-
ture. A secondary share apportioned as aforesaid with
respect to a particular child (of that same particular
Deceased First Category signatory) who shall be living
at the Time of Termination shall vest absolutely and
indefeasibly in interest in him or her (i.e., in that
same particular child of that same particular Deceased
First Category signatory) at that same said time, and,
subject to the provisions of paragraph (7) of This In-
denture, shall thereupon and forthwith be distributed
and paid over to him or her to be his or hers absolutely
and forever, free and clear of any trust under This In-
denture. A secondary share apportioned as aforesaid
with respect to a particular child (of that same particu-
lar Deceased First Category signatory) who shall have died

before the Time of Termination (a "Deceased Child") shall vest absolutely and indefeasibly in interest in such lineal descendants of that same particular Deceased Child as shall be living at the Time of Termination, in equal shares per stirpes, and, subject to the provisions of paragraph (7) of This Indenture, shall thereupon and forthwith be distributed and paid over to them to be theirs absolutely and forever, free and clear of any trust under This Indenture.

(6)(D) In the event that it shall occur that both of the following conditions shall be fulfilled, viz. that (i) there shall not be living at the Time of Termination any person who shall have been the spouse of a particular Deceased First Category signatory at the time of the death of that same particular Deceased First Category signatory, and that (ii) there shall not be living at the Time of Termination any lineal descendant of any degree of that same particular Deceased First Category signatory, then and in the event of the joint occurrence of both of those conditions the Unappointed Part of that same particular Deceased First Category signatory shall be divided by the Bank into a number of equal Divided Shares as follows: one such Divided Share with respect to each First Category signatory who shall be living at the Time of Termination, and one such Divided Share with respect to each First Category signatory who shall have died before the Time of Termination leaving any one or more lineal descendants of his or hers living at the Time of Termination. The Divided Share so divided with respect to a First Category signatory who shall be living at the Time of Termination shall vest absolutely and indefeasibly in interest in him or her at the Time of Termination, and shall forthwith be distributed and paid over to him or her to be his or hers absolutely and forever, free and clear of any trust under This Indenture. The Divided Share so divided with respect to a First Category signatory who shall have died before the Time of Termination shall vest absolutely and indefeasibly in interest in such of his or her lineal descendants as shall be living at the Time of Termination, in equal shares per stirpes, and, subject to the provisions of paragraph (7) of This Indenture, shall thereupon and forthwith be distributed and paid over

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to them to be theirs absolutely and forever, free and clear of any trust under This Indenture.

(6)(E) The provisions of sub-paragraphs (6)(C) and (6)(D) of this paragraph (6) of This Indenture shall be so construed and given effect that the provisions of sub-paragraph (6)(C) shall take effect with reference to the Unappointed Part of a particular Deceased First Category signatory only if the provisions of sub-paragraph (6)(D) shall not take effect with reference to the Unappointed Part of that same particular Deceased First Category signatory, and so that the provisions of subparagraph (6)(D) shall take effect with reference to the Unappointed Part of a particular Deceased First Category signatory only if the provisions of sub-paragraph (6)(C) shall not take effect with reference to the Unappointed Part of that same particular Deceased First Category signatory.

(7) If the provisions of sub-paragraph (6)(C) or (6)(D) of paragraph (6) of This Indenture shall, subject to the provisions of this paragraph (7) of This Indenture, operate to vest some or all of an Unappointed Part in some particular person who at the Time of Termination shall be less than twenty-one (21) years of age (a particular "Paragraph Seven Beneficiary"), in that case the property, property rights, and interests in property to which the provisions of this paragraph (7) shall apply with respect to that same particular Paragraph Seven Beneficiary (the "Subject Property") shall, effective as at the Time of Termination, constitute the principal of a trust estate of which the Bank as Paragraph Seven Trustee shall stand possessed in trust for the benefit of that same particular Paragraph Seven Beneficiary until he or she (i.e., that same particular Seven Beneficiary) thereafter attains the age of twenty-one (21) years or sooner dies, whichever first occurs, to pay to him or her or apply to or

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for his or her benefit or his or her account so much, which may be all, of the current net income from, and principal of, that trust estate of that same particular Paragraph Seven Beneficiary's Subject Property as the Paragraph Seven Trustee (having only such if any regard as the Paragraph Seven Trustee may choose for moneys—whether the same shall constitute principal or income—directly or indirectly available from other sources to be paid to that same particular Paragraph Seven Beneficiary, or applied to or for his or her benefit or his or her account) may in the absolute and uncontrolled judgment and discretion of the Paragraph Seven Trustee deem proper or advisable for his or her full, complete and adequate maintenance, support and education, and to retain in that same trust estate and accumulate therein the residue—if any there shall be—of such current net income and once each year add that residue irrevocably to the principal (of the Subject Property) from which any such residue of current net income shall have been derived, and when he or she thereafter attains the age of twenty-one (21) years or sooner dies, to distribute and pay over all of the then-principal of the trust estate of the Subject Property and all of the then-accrued and then-accruable net income thereof to him or her, to be his or hers absolutely and forever, free and clear of any trust under This Indenture, or—as the case may be—to his or her executor(s), administrator(s), or other personal representative(s), for and as a part of his or her estate of which he or she shall have died the owner. The preceding provisions of this paragraph (7) shall be so construed and given effect that the Paragraph Seven Trustee shall have full power and authority to use, pay out, distribute

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and apply the principal (to the complete exhaustion thereof, if need be) of any particular trust of any particular Subject Property, to, or for the use, benefit or account of, the particular Paragraph Seven Beneficiary for whom the same shall be held in trust by the Paragraph Seven Trustee, to the same extent and for the same purposes that the current net income therefrom may be used, paid out, distributed, and applied for his or her use, benefit, or account; and the uses and purposes to which principal may be devoted as aforestated shall be as broad as the uses and purposes to which current net income may be devoted as aforesaid. Any or all such aforesaid current net income from, and principal of, the trust estate of a particular Paragraph Seven Beneficiary's Subject Property as the Paragraph Seven Trustee shall devote to the aforesaid uses and purposes may in the absolute and uncontrolled judgment and discretion of the Paragraph Seven Trustee be paid to that same particular Paragraph Seven Beneficiary, or may be applied directly to or for his or her benefit or his or her account; and the receipt of that same particular Paragraph Seven Beneficiary, or the receipt of any parent [of his or hers] or other person with whom he or she resides, or of any other person, firm or corporation to whom the Paragraph Seven Trustee shall elect to pay any such current net income or principal, shall be a complete discharge to the Paragraph Seven Trustee with respect to any and all amounts of current net income or principal to which the receipt relates. None of the foregoing provisions of this paragraph (7) shall have any application with respect to so much of any Unappointed Part as may, by

operation of the provisions of sub-paragraph (6)(C) or (6)(D) of paragraph (6) of This Indenture, be vested in some particular person who at the Time of Termination shall be twenty-one (21) years of age or older; in any such case the property, property rights, and interests in property so vested in that same particular person shall at the Time of Termination be distributed and paid over to that same particular person to be his or hers absolutely and forever, free and clear of any trust under This Indenture.

(8) POWERS OF THE BANK AS PARAGRAPH
SEVEN TRUSTEE

In case the provisions of paragraph (7) of This Indenture shall operate to constitute the Bank a Paragraph Seven Trustee of any particular trust estate of "Subject Property" [as that term is defined by the first sentence of the preceding paragraph (7)], in that case the Bank as Paragraph Seven Trustee of that same particular trust estate shall have and may exercise, effective as at the Time of Termination and thereafter, all of the powers hereinafter specified anywhere in this paragraph (8); and the said powers shall apply and be exercisable with respect to singly and collectively each and every property, property right and interest in property of any and every kind, nature, character and description that may at any time or from time to time be held by the Bank as Paragraph Seven Trustee, and whether or not the same shall at any particular time have been assigned or allocated to any such particular trust estate; and in aid of that understanding and declaration it is declared, agreed, and acknowledged that the term "trust estate", as it is used throughout this paragraph (8), designates

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singly and collectively each and all of the following, viz.: each and every such aforesaid property, property right and interest in property so held by the Bank as Paragraph Seven Trustee at any time or from time to time. The Bank as Paragraph Seven Trustee (hereafter so designated by references to the "Paragraph Seven Trustee") may at any and all times and from time to time do and have done with respect to the trust estate any and all things that in the absolute uncontrolled judgment and discretion of the Paragraph Seven Trustee may seem necessary, desirable or proper to protect, promote or conserve the interests of the trust estate and of the beneficiaries thereof in like manner as if the Paragraph Seven Trustee were itself beneficially entitled to the entire trust estate; and every formal and informal decision and determination of or by the Paragraph Seven Trustee in the construction of powers or in any matter with respect to which the Paragraph Seven Trustee may be empowered to act or to proceed or to exercise any discretion, whether made upon a question formally or actually raised or only implied in any act or proceeding or exercise of discretion of or by the Paragraph Seven Trustee relating to or with respect to the trust estate, shall be binding upon all persons and corporations howsoever interested or to be interested in the trust estate and shall not be questioned or effectively objected to on any ground by anyone. Notwithstanding the intentionally broad language of the preceding sentence, however, and notwithstanding the breadth of the language by which any power or discretion or immunity is conferred upon the Bank by any provision of This Indenture, whether contained in this paragraph (8) or not, it

is declared, agreed, and acknowledged that each and every power, discretion and immunity conferred upon the Bank by any provision of This Indenture, whether contained in this paragraph (8) or not, shall constitute an administrative, fiduciary, power or discretion or immunity, and shall not constitute, or be deemed or construed or so given effect by anyone as to constitute, a power of appointment. Each and every such power, discretion and immunity shall be exercisable and effective only in the interests of the trust estates and of the beneficiaries of those trust estates, and not to or for the personal advantage of the Bank. Without limiting the generality of any of the preceding sentences of this paragraph (8) in any way, but solely to define with particularity certain of the powers, discretions and immunities conferred upon the Paragraph Seven Trustee, it is here declared, agreed and acknowledged that at any and all times and from time to time the Paragraph Seven Trustee shall have and may exercise, in and by means of public or private transactions and devices, personally or by attorney-in-fact or by attorney or by agent, without previous or other approval or order of any court, and without previous or other notice to or consent by anyone, each and all of the following powers, discretions and immunities in addition to any similar or dissimilar powers, discretions and immunities that may otherwise be conferred upon the Paragraph Seven Trustee by law, all of which shall be broadly construed:

(#1) To accept and receive in kind from any trustees acting under Item Three of the Testator's Will, and to retain without limitation as to time or

other circumstance whatever, and by purchase, exchange or otherwise in any way whatever to make or acquire, investments and reinvestments in any property of any kind, nature, character or description, real, personal or mixed and wheresoever situated whether domestic, foreign or alien, and irrespective of how limited or hazardous may be the description of any or all thereof, and irrespective of how undiversified the or any investment(s) of or for the trust estate may be or may be said to be, and irrespective of whether or not any or all of the same may be described as or deemed permissible for trustees under any existing or future laws of the State of Alabama or any other State or the United States or under the rules or decisions of any court or under any rule of policy anywhere, and irrespective of whether or not any or all of the same may be or become unproductive, underproductive or overproductive of income;

(#2) To hold any or all stock, securities and other paper whatever in bearer form, and to hold any or all stock, securities and other paper whatever, and any or all personal property, and any or all real property, in the name of the Paragraph Seven Trustee or in the name or names of some other person or persons, corporation or corporations, all without disclosing any fiduciary relationship;

(#3) To lease, grant licenses and easements with respect to, make any agreements or contracts whatever with respect to, grant options upon, sell, exchange or otherwise in any way whatever dispose of, and to convey, transfer, assign, set over, and deliver, any part, component part, share or asset of the trust

estate (including specifically, but without any limitation, any or all trees, timber, logs, timber rights, logging rights, cutting rights, minerals, mineral rights, rights of extraction, surface rights, and surface and underground rights-of-way) for such consideration, on such terms and conditions, and for such a period or periods of time (even though it or they may or does or do extend beyond the term of any applicable trust or trust estate) as the Paragraph Seven Trustee in its absolute uncontrolled judgment and-discretion may deem necessary or desirable or proper;

(#4) To convert any or all real property in any form into personal property in any form; and to convert any or all personal property in any form into real property in any form;

(#5) To manage, operate and administer any and all real properties and interests in real property from time to time or at any time constituting a part of the trust estate; to release, partition, vacate or abandon any one or more thereof; to acquire licenses and easements deemed necessary or desirable or convenient with respect to any one or more thereof; to make improvements to or upon any one or more thereof; to construct, maintain, repair, alter, demolish and rebuild buildings and other improvements; and in connection with any one or more of the foregoing to make any use of any real property or personal property of the trust estate;

(#6) To manage, and by general or limited proxy with or without full power of substitution to vote or cause or permit to be voted, all stock, securities, and rights and interests evidenced by any other type of paper whatever in any public or private corporation,

trust or association with reference to all matters ordinary and extraordinary, including without limitation any or all of the following: the borrowing of money for long terms or short terms; the issuance or retirement of any such aforesaid stock, securities or other paper; the sale, exchange, or other disposition of some or all assets; conversion; consolidation; merger; recapitalization; dissolution; liquidation; and any other transaction, including reorganization, of any character whatever, whether or not in Bankruptcy;

(#7) Alone or with any one or more others to do any one or more of proposing, joining in, opposing, dissenting from, becoming a party to, participating fully or partly or not at all in, and carrying out any formal or informal plan relating to any one or more of the matters referred to in the preceding (#6), including without limitation any reorganization of a character therein referred to or of any other character whatever, affecting any public or private corporation or other business unit any of whose property, stock, securities or other paper whatever, or any interest in which, may be included in the trust estate; and in connection or not in connection with any of the foregoing to pay any assessment or expense deemed advisable for the protection of the interests of the Paragraph Seven Trustee or the trust estate and the beneficiaries thereof; and in connection or not in connection with any of the foregoing to deposit any or all stock, securities and other paper whatever with any protective committee, depository or trustee on any terms whatever and for any long or short period(s) of time whatever;

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(#8) On any terms whatever to borrow or lend or advance money or credit with or without security, and on any terms whatever to give, obtain or retain security therefor by mortgage, pledge, or any other means whatever;

(#9) On any unchanged or changed terms whatever, and at any time or times at or before or after which any loans or other indebtedness shall be or become or have become due, to renew or extend loans or any other indebtedness, however evidenced, at any time owing by or to the trust estate or the Paragraph Seven Trustee in its capacity as such Trustee;

(#10) To compromise, compound, settle, adjust, or submit to arbitration, any matter of dispute;

(#11) To institute, prosecute, defend, and by intervention or otherwise to become a party to, and to participate in, any formal or informal actions, suits or proceedings whether at law, in equity, in admiralty, or merely administrative, and whatever the jurisdiction or office or authority of the court, body or person(s) before or by whom the same are conducted;

(#12) To fix, maintain, and change the accounts, bookkeeping systems and accounting systems by means of and according to which, and the calendar or other (fiscal) periods with respect to which, records shall be made of the administration of the trust estate, and the income, net income, and capital changes thereof determined, and the tax returns (of all kinds) thereof executed and filed;

(#13) To determine conclusively what items and amounts constitute principal, income, and charges to principal and income, having only such if any regard

for any statutes on the subject as the Paragraph Seven Trustee may deem proper;

(#14) To fix, maintain and change amounts, accounts and reserves referable to amortization, depreciation, depletion, obsolescence, and the accumulation of discount;

(#15) At any time or times to determine (when-ever necessary for any purpose) the fair value, or the fair market value, or the value according to any applicable or appropriate or desired or indicated standard, all as the same may be effective at or with respect to any particular time or times, of the trust estate or of any share, part or asset of any thereof;

(#16) From time to time and at any time before distribution, but within a time permitted by law, to assign and transfer, and to join with one or more others in assigning or transferring, to a voting trustee or trustees who may be or include the Paragraph Seven Trustee, any or all shares of stock in any public or private corporation that may from time to time or at any time comprise a part of the trust estate; to select, or to join with one or more others in selecting, the voting trustee or trustees; and to propose, negotiate, fix, consent to, and change the voting trustee or trustees, the terms and any or all of the conditions and provisions for, upon, and subject to which any such shares of stock shall be held by the voting trustee or trustees;

(#17) To remove from and to procure the removal from and to consent to the removal from, the State of Alabama, and to locate and to procure to be located and to consent to be located, anywhere, any part, share or asset of the trust estate;

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(#18) To hold, and without any limitation as to time to continue to hold, in the form of principal cash or income cash, such parts or shares or amounts of the trust estate and the income thereof, either or both, as the Paragraph Seven Trustee may in the absolute uncontrolled judgment and discretion of the Paragraph Seven Trustee deem desirable, advisable or proper, without any liability for failure to invest the same or any part thereof, and without any liability to account for or with respect to interest (or any other form of income) thereon; and

(#19) To have and hold and exercise, and have the benefits of, all of the powers, discretions and immunities conferred by law and by This Indenture after, as well as before, the vesting in interest of the trust estate or any particular appropriate part thereof, until any particular appropriate distribution to the particular appropriate beneficiary shall have been effectively completed.

(9) ADDITIONAL PROVISIONS RELATING
TO THE BANK AS PARAGRAPH SEVEN
TRUSTEE

The Bank as Paragraph Seven Trustee shall be compensated and reimbursed in full from the appropriate trust estate(s) for all costs, expenses and disbursements reasonably paid or incurred by the Trustee in the administration of the various trust estates created by operation of paragraph (7) of This Indenture, including all such costs, expenses and disbursements reasonably paid or incurred in caring for any such trust estate or any share, part or asset of any such trust estate, or in protecting any of the same from loss or damage by any casualty, force or hazard, or in protecting the

Paragraph Seven Trustee or any beneficiary of such a trust estate from any loss or liability referable to any such trust estate or any share, part or asset of any trust estate or the use of any thereof.

(10) No person, firm or corporation dealing with the Bank in any capacity under This Indenture shall be under any obligation, duty or liability to notice or inquire into the power or authority of the Bank to do any act done or requested or sought to be done in the performance of any duty or in the exercise of any discretion which by This Indenture is imposed or conferred upon the Bank; nor shall any such person, firm or corporation be under any obligation, duty or liability to see to the proper application or disposition by the Bank of any purchase price or other consideration for any property, or to see to the proper disposition of any money or property lent or delivered to the Bank.

(11) The Bank shall not be required to give or make any bond for the faithful performance of any duties which by This Indenture or otherwise are imposed upon the Bank.

(12) THE FIRST NATIONAL BANK OF BIRMINGHAM, as the same is referred to by any means anywhere in This Indenture, shall mean the national banking association existing by that name at the time of the execution of This Indenture with its principal office in the City of Birmingham, Alabama, and any corporation empowered to act under This Indenture that succeeds immediately, intermediately or ultimately to that aforementioned national banking association or to the business thereof by conversion, merger, consolidation, or the purchase of all or substantially all of the assets of that aforementioned

national banking association under state or federal laws or both.

(13)(A) Wherever This Indenture makes reference to a "child" or the "children" of any male or female person ("Propositus"), that reference shall mean and include both (i) the blood issue, in the first degree, of the body of Propositus; and (ii) whatever persons may be or have been adopted at any time by Propositus. Wherever This Indenture makes reference to a "grandchild" or the "grandchildren" of Propositus, that reference shall mean and include both (i) the blood issue, in the first degree, of the body of a child (as hereinabove defined) of Propositus; and (ii) whatever persons may be or have been adopted at any time by a child (as hereinabove defined) of Propositus.

(13)(B) Wherever This Indenture makes reference to the "lineal descendants" of any male or female person ("Propositus"), that reference shall mean and include all of (i) the blood issue, in any degree, of the body of Propositus, and (ii) whatever persons may be or have been adopted at any time by Propositus, and (iii) the blood issue, in any degree, of whatever persons may be or have been adopted at any time by Propositus or by any child or grandchild [as defined by paragraph (13)(A)] of Propositus, and (iv) whatever persons may be or have been adopted at any time either by (a) any person adopted at any time by Propositus, or by (b) the blood issue, in any degree, of whatever persons may be or have been adopted at any time by Propositus.

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(14) Each particular First Category signatory to This Indenture shall at all times and from time to time after the execution of This Indenture have full power to renounce, release, relinquish, or in any other manner extinguish, give up or abandon any part or all of any special [and/or] limited power of appointment conferred upon him or her by operation of, or pursuant to, the provisions of the third sentence of paragraph (5) of This Indenture, by executing one or more documents stating the effect desired to be produced by the said document(s), acknowledging the same, and filing the said document(s) for record in that place in Jefferson County, Alabama, in which it shall at that time be necessary to record conveyances of real property located in the City of Birmingham in order to create and constitute constructive notice of such conveyances. Any such document shall be given full effect according to its terms, and shall take effect when, but not before, it shall have been filed for record in the aforesaid place. In case it shall now or hereafter be possible to effect a renunciation, release, relinquishment or other extinction or giving up as aforesaid by means other than those stated in the foregoing provisions of this paragraph (14) of This Indenture, those said foregoing provisions of this said paragraph shall not be, or be deemed to be, the exclusive means of accomplishing such a renunciation, release, relinquishment, or other extinction or giving up; thus, effective compliance with the requirements for the invocation of any other means that is or shall be allowed or is allowable under the law shall be given full effect.

(15) Each of the natural persons who is a signatory to This Indenture here acknowledges, declares, and confirms his/her understanding that, in case no First Category signatory to This Indenture should be living at the time of the death of the last of Elbert S. Jemison [Senior], Robert Jemison, Jr., Annie Jemison Woodward, and Margaret P. Jemison to die, in that case the provisions of the last unnumbered paragraph of Item Three of the Testator's Will dated August 3, 1961, would appear to make some disposition of the remainder interests of the trust created by Item Three of the Testator's Will.

(16) If any niece or nephew of Sorsby Jemison named in recital (G) of This Indenture shall be living at the Time of Termination, the Bank shall have the following powers, discretions, and immunities with respect to all such properties, property rights, and interest in property as shall be subject to apportionment into primary shares according to the first sentence of paragraph (5) of This Indenture; and these said powers, discretions and immunities shall be in addition to any similar or dissimilar powers, discretions and immunities that may otherwise be conferred by law upon the Bank as a fiduciary, all of which shall be broadly construed:

(#1) To accept and receive in kind from any trustee or trustees acting under Item Three of the Testator's Will any property of any kind, nature, character or description;

(#2) To hold any or all stock, securities and other paper whatever in bearer form, and to hold any or all stock, securities and other paper whatever, and any or all personal property, and any or all real property, in the name of the Bank or in the name or names of some other person or persons, corporation or corporations, all without disclosing any fiduciary relationship;

(#3) To make any agreements or contracts whatever with respect to, grant options upon, sell, exchange or otherwise in any way whatever dispose of, and to convey, assign, set over, and deliver, any part, component part, share or asset for such consideration and on such terms and conditions as the Bank in its absolute uncontrolled judgment and discretion may deem necessary or desirable or proper.

(#4) To convert any or all real property in any form into personal property in any form; and to convert any or all personal property in any form into real property in any form.

(#5) To manage, and by general or limited proxy with or without full power of substitution to vote or cause or permit to be voted, all stock, securities, and rights and interests evidenced by any other type of paper whatever in any public or private corporation, trust or association with reference to all matters ordinary and extraordinary, including without limitation any or all of the following: the borrowing of money for long terms or short terms; the issuance or retirement of any such aforesaid stock, securities or other paper; the sale, exchange, or other disposition of some or all assets; conversion; consolidation; merger; recapitalization; dissolution; liquidation; and any other transaction, including reorganization, of any character whatever, whether or not in Bankruptcy.

(#6) On any terms whatever to borrow money with or without security, and on any terms whatever to give security therefor by mortgage, pledge, or any other means whatever.

(#7) To compromise, compound, settle, adjust, or submit to arbitration, any matter of dispute.

(#8) To institute, prosecute, defend, and by intervention or otherwise to become a party to, and to participate in, any formal or informal actions, suits or proceedings whether at law, in equity, in admiralty, or merely administrative, and whatever the jurisdiction or office or authority of the court, body or person(s) before or by whom the same are conducted.

(#9) At any time or times to determine (whenever necessary for any purpose) the fair value, or the fair market value, or the value according to any applicable or appropriate or desired or indicated standard, all as the same may be effective at or with respect to any particular time or times, of any or all properties, property rights, and interests in property.

(#10) To act by one or more attorneys, attorneys-in-fact, and agents.

(#11) With respect to any or all properties, property rights and interests in property that shall be or become, or be destined to become, subject to the provisions of Paragraph Eight of This Indenture, to have and hold and exercise, immediately at and upon the Time of Termination, all of the powers, discretions and immunities of the Paragraph Seven Trustee, irrespective of whether any distribution to the Bank as Paragraph Seven Trustee shall or shall not have occurred at or by any particular point in time.

(#12) To have and hold and exercise, and have the benefits of, all of the powers, discretions and immunities conferred by law and by This Indenture after, as well as before, the vesting in interest of any properties, property rights or interests in property until any particular appropriate distribution to any particular appropriate beneficiary shall have been effectively completed.

(#13) To have and hold and exercise all such additional powers, whether similar or dissimilar to any particular enumerated power set forth in This Indenture, as may be necessary, desirable or convenient to the discharge of the Bank's duties to the beneficiaries of This Indenture.

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(17)(A) In the event that it shall occur for any reason(s) that there shall at any one or more times be any one or more periodic, interim, final, or other settlements, appraisements, inventories, accountings, or proceedings of any kind, nature, character or description in any court or courts or before any judge or judges [including as illustrative examples only, and not by way of any limitation, the Judge of Probate of Jefferson County, Alabama, the Probate Court of Jefferson County, Alabama, any Circuit Court of Alabama, and any court of Alabama having equity powers] with reference to the administration of the probate estate of the Testator, or with reference to the execution of the Testator's Will, or with reference to the execution or administration of the testamentary trust created by Item Three of the Testator's Will, then and in each and every such event

The First National Bank of Birmingham, in its capacity as Trustee under This Indenture, shall be fully empowered, without any exception and without any reservation, to represent, and to stand in lieu of, each and every First Category signatory to This Indenture, each and every Second Category signatory to This Indenture, and each and every person, firm and corporation who, by virtue of the execution of This Indenture or by operation of This Indenture [whether or not followed by any exercise by anyone of any special limited power of appointment created by This Indenture], shall in any way be or become a beneficiary of or under This Indenture or of any trust, trust estate, property, property right, or interest in property that is/are the subject(s) of any one or more provisions of This Indenture, and all irrespective of what persons, firms, and corporations (including The First National Bank of Birmingham) are or may be parties in any one or more postures or capacities to any such settlements, appraisements, inventories, accountings, or proceedings. The preceding provisions of this paragraph (17)(A) shall be so construed and given effect that, in any such aforesaid settlement, appraisal, inventory, accounting, or proceeding, The First National Bank of Birmingham in its capacity as Trustee under This Indenture shall, among other things, be fully empowered to represent any or all [presumptive and other] interests that any or all of the First Category signatories to This Indenture shall have had, before the execution of This Indenture, in the remainder upon termination of the trust created by Item Three of the Testator's Will. The First National Bank of Birmingham may in its sole absolute uncontrolled judgment and discretion decline to exercise any power that is the or a subject of any of the preceding provisions of this paragraph (17)(A) of This Indenture.

(17)(B) The Bank shall be paid reasonable compensation for acting as Trustee under This Indenture; and the Bank shall be so compensated, and also reimbursed in full for all costs, expenses and disbursements reasonably paid or incurred in carrying out the duties of the Bank under This Indenture, all from the appropriate properties, property rights and interests in property subject to This Indenture.

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(18) This Indenture is executed in eleven identical and numbered original counterparts, as follows:

No. 1 for Elbert S. Jemison, Jr.

No. 2 for Eugenia Jemison Matthews

No. 3 for Robert Jemison, III *Robert Jemison 12/17/71*

No. 4 for Virginia Jemison Goodall

No. 5 for William Jemison

No. 6 for Edward W. Morris

No. 7 for Elizabeth Morris Noell, a widow

No. 8 for Lewis C. Morris, Jr. *L. C. Morris 6/17/66*

No. 9 for John S. Jemison, Jr.

No. 10 for Leonard Jemison

No. 11 for The First National Bank of Birmingham

This particular counterpart of This Indenture is counterpart No. 11.

(19) This Indenture shall for all purposes be fully effective at, but not before, the point in time at which any one particular counterpart of This Indenture shall have been executed by all First Category signatories, by all Second Category signatories, and by the Bank. Proof that any one particular original counterpart of This Indenture has become effective shall be effective for all purposes and with respect to all persons and corporations howsoever interested or to become interested in, under, through, or with reference to, This Indenture, to prove This Indenture and the due execution and effectiveness of This Indenture.

(20) Each of the natural persons who is a signatory of any category to This Indenture has sought and obtained all such legal counsel as he or she deems to be necessary or desirable in connection with the matters to which This Indenture relates, and by his or her signature to

This Indenture does acknowledge, declare, and confirm that This Indenture is intended to be, and is, in all respects, irrevocable, and that it may not be altered, changed, or amended.

IN WITNESS WHEREOF, the First Category signatories and the Second Category signatories and each of them have hereunto set their hands and seals, and THE FIRST NATIONAL BANK OF BIRMINGHAM has caused these presents to be executed for it and in its corporate name, and its corporate seal to be hereunto affixed and attested by its duly authorized officers.

FIRST CATEGORY SIGNATORIES

Elbert S. Jemison, Jr. (L.S.)
Elbert S. Jemison, Jr.

Dec. 6, 1965
Date of execution by Elbert S. Jemison, Jr.

Robert B. Downard
Witness to execution by Elbert S. Jemison, Jr.

Patricia B. Norman
Witness to execution by Elbert S. Jemison, Jr.

Eugenia Jemison Matthews (L.S.)
Eugenia Jemison Matthews

December 6, 1965
Date of execution by Eugenia Jemison Matthews

Robert B. Downard
Witness to execution by Eugenia Jemison Matthews

Patricia B. Norman
Witness to execution by Eugenia Jemison Matthews

Handwritten notes

Robert Jemison, III ^{L.S.}
Robert Jemison, III (L.S.)

December 6, 1965
Date of execution by Robert Jemison, III

Robert Jemison, III
Witness to execution by Robert Jemison, III

Patricia B. Norman
Witness to execution by Robert Jemison, III

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Virginia Jemison Goodall ^{L.S.}
Virginia Jemison Goodall (L.S.)

December 6, 1965
Date of execution by Virginia Jemison Goodall

Robert Jemison, III
Witness to execution by Virginia Jemison Goodall

Patricia B. Norman
Witness to execution by Virginia Jemison Goodall

William Jemison ^{L.S.}
William Jemison (L.S.)

Dec. 6, 1965
Date of execution by William Jemison

Robert Jemison, III
Witness to execution by William Jemison

Patricia B. Norman
Witness to execution by William Jemison

Edward W. Morris ^{5/11/65}
Edward W. Morris (L.S.)

September 20, 1965
Date of execution by Edward W. Morris

Kate S. Manning
Witness to execution by Edward W. Morris

Margaret S. Nemeth
Witness to execution by Edward W. Morris

Elizabeth Morris Noell ^{9/28/65}
Elizabeth Morris Noell (L.S.)

September 28, 1965
Date of execution by Elizabeth Morris Noell

Martha Jewett
Witness to execution by Elizabeth Morris Noell

Robert L. Fortney
Witness to execution by Elizabeth Morris Noell

Leavesy, 6/17/66 Lewis C. Morris, Jr. ^{6/17/66}
Lewis C. Morris, Jr. (L.S.)

October 26, 1965
Date of execution by Lewis C. Morris, Jr.

F. G. Morgan
Witness to execution by Lewis C. Morris, Jr.

B. H. Hache
Witness to execution by Lewis C. Morris, Jr.

John S. Jemison, Jr. (L.S.)

September 30, 1965
Date of execution by John S. Jemison, Jr.

Robert B. Jemison, Jr.
Witness to execution by John S. Jemison, Jr.

Ellen B. Jemison, Jr.
Witness to execution by John S. Jemison, Jr.

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Leonard Jemison (L.S.)

Date of execution by Leonard Jemison

Witness to execution by Leonard Jemison

Witness to execution by Leonard Jemison

SECOND CATEGORY SIGNATORIES

Jessie Ann Yarbrough Jemison (L.S.)
(Mrs. Elbert S. Jemison, Jr.)

Date of execution by Jessie Ann Yarbrough Jemison

Witness to execution by Jessie Ann Yarbrough Jemison

Witness to execution by Jessie Ann Yarbrough Jemison

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John S. Jemison, Jr. (L.S.)

Date of execution by John S. Jemison, Jr.

Witness to execution by John S. Jemison, Jr.

Witness to execution by John S. Jemison, Jr.

Leonard Jemison (L.S.)

Seal

9/25/65
Date of execution by Leonard Jemison

Steve Marston
Witness to execution by Leonard Jemison

Ruth Murrell
Witness to execution by Leonard Jemison

SECOND CATEGORY SIGNATORIES

Jessie Ann Yarbrough Jemison (L.S.)
L.S.
Jessie Ann Yarbrough Jemison
(Mrs. Elbert S. Jemison, Jr.)

December 6, 1965
Date of execution by Jessie Ann Yarbrough Jemison

Ruth Murrell
Witness to execution by Jessie Ann Yarbrough Jemison

Patricia B. Norman
Witness to execution by Jessie Ann Yarbrough Jemison

George Wheeler Matthews, Jr. L.S.
George Wheeler Matthews, Jr.
(Husband of Eugenia Jemison Matthews)

Dec. 16 1965
Date of execution by George Wheeler Matthews, Jr.

Robert B. Downard
Witness to execution by George Wheeler Matthews, Jr.

Patricia B. Norman
Witness to execution by George Wheeler Matthews, Jr.

BOOK 356 PAGE 129

Joan Antoinette Blakeway Jemison L.S.
Joan Antoinette Blakeway Jemison
(Mrs. Robert Jemison, III)

December 6th 1965
Date of execution by Joan Antoinette Blakeway Jemison

Robert B. Downard
Witness to execution by Joan Antoinette Blakeway Jemison

Patricia B. Norman
Witness to execution by Joan Antoinette Blakeway Jemison

Robert Montgomery Goodall, Jr. L.S.
Robert Montgomery Goodall, Jr.
(Husband of Virginia Jemison Goodall)

Dec. 6, 1965
Date of execution by Robert Montgomery Goodall, Jr.

Robert B. Downard
Witness to execution by Robert Montgomery Goodall, Jr.

Patricia B. Norman
Witness to execution by Robert Montgomery Goodall, Jr.

Mary Nice Jemison (L.S.)
Mary Nice Jemison
(Mrs. William Jemison)

December 16, 1965
Date of execution by Mary Nice Jemison

Robert B. Bowman Jr.
Witness to execution by Mary Nice Jemison

Patricia B. Norman
Witness to execution by Mary Nice Jemison

Ruth Gibson Morris RSM.
(L.S.)
Ruth Gibson Morris
(Mrs. Edward W. Morris)

September 21, 1965
Date of execution by Ruth Gibson Morris

Kate S. Manning
Witness to execution by Ruth Gibson Morris

Margaret V. Nemethy
Witness to execution by Ruth Gibson Morris

Doris Cates Morris (L.S.)
(Mrs. Lewis C. Morris, Jr.)

Date of execution by Doris Cates Morris

Witness to execution by Doris Cates Morris

Witness to execution by Doris Cates Morris

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Mary Nice Jemison
(Mrs. William Jemison)

(L.S.)

Date of execution by Mary Nice Jemison

Witness to execution by Mary Nice Jemison

Witness to execution by Mary Nice Jemison

Ruth Gibson Morris
(Mrs. Edward W. Morris)

(L.S.)

Date of execution by Ruth Gibson Morris

Witness to execution by Ruth Gibson Morris

Witness to execution by Ruth Gibson Morris

Doris Cates Morris
Doris Cates Morris
(Mrs. Lewis C. Morris, Jr.)

(L.S.)

October 26, 1965

Date of execution by Doris Cates Morris

E. G. Morgan
Witness to execution by Doris Cates Morris

B. H. Hilde
Witness to execution by Doris Cates Morris

Marie Faunce Stokes Jemison L.S.
(L.S.)
Marie Faunce Stokes Jemison
(Mrs. John S. Jemison, Jr.)

September 30, 1961
Date of execution by Marie Faunce Stokes Jemison

Robert D. Jemison
Witness to execution by Marie Faunce Stokes Jemison

Ellen B. Jemison
Witness to execution by Marie Faunce Stokes Jemison

(L.S.)
Gretchen W. Jemison
(Mrs. Leonard Jemison)

Date of execution by Gretchen W. Jemison

Witness to execution by Gretchen W. Jemison

Witness to execution by Gretchen W. Jemison

THE "BANK"

THE FIRST NATIONAL BANK OF BIRMINGHAM,

By _____

Its _____

Corporate Seal

ATTEST: _____

Date of execution by The First National Bank of Birmingham:

Marie Faunce Stokes Jemison (L.S.)
(Mrs. John S. Jemison, Jr.)

Date of execution by Marie Faunce Stokes Jemison

Witness to execution by Marie Faunce Stokes Jemison

Witness to execution by Marie Faunce Stokes Jemison

Gretchen W. Jemison (L.S.)
(Mrs. Leonard Jemison) *G.W.J. "Seal"*

September 29, 1965

Date of execution by Gretchen W. Jemison

Fred Measures

Witness to execution by Gretchen W. Jemison

Margaret Coney

Witness to execution by Gretchen W. Jemison

THE "BANK"

THE FIRST NATIONAL BANK OF BIRMINGHAM,

By *[Signature]*
Its _____

Corporate Seal

ATTEST: *[Signature]*

Date of execution by The First National Bank of Birmingham:

April 11, 1966

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

Elbert S. Jemison, Jr., whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

Given under my hand and official seal, this
6th day of December, A.D. 1965.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF Alabama)
Jefferson COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

Eugenia Jemison Matthews, whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, she exe-
cuted the same voluntarily on the day the same bears date
of execution by her.

Given under my hand and official seal, this
6th day of December, A.D. 1965.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

Robert Jemison, III, whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

Given under my hand and official seal, this
6th day of December, A.D. 19 65.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: _____
Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON)
COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that
Virginia Jemison Goodall, whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, she exe-
cuted the same voluntarily on the day the same bears date
of execution by her .

Given under my hand and official seal, this
6th day of December, A.D. 1965.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

William Jemison, whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

Given under my hand and official seal, this
6th day of December, A.D. 1965.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.
My Commission expires: _____

STATE OF Pennsylvania)
Northampton COUNTY)

I, Massey Comegys, a
Notary Public in and
for said county, in said state, hereby certify that
Edward W. Morris, whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

Given under my hand and official seal, this
20th day of September, A.D. 1965.

Massey Comegys
Notary Public for Other Officer

(Notarial or Other
Official Seal)

NOTARY PUBLIC
My Commission Expires
May 4, 1967
Northampton County
Commonwealth of Pennsylvania

My Commission expires: _____

BOOK 356 PAGE 139

~~NOTARY~~)
DISTRICT OF COLUMBIA ~~COUNTY~~)

I, *Martha J. J. J.*, a
Notary Public in and
District of Columbia
for said ~~county, in said~~, hereby certify that

Elizabeth Morris Noell, whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, she exe-
cuted the same voluntarily on the day the same bears date
of execution by her.

Given under my hand and official seal, this
28th day of September, A.D. 1965.

Martha J. J. J.
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires:

March 31, 1969

BOOK 356 PAGE 140

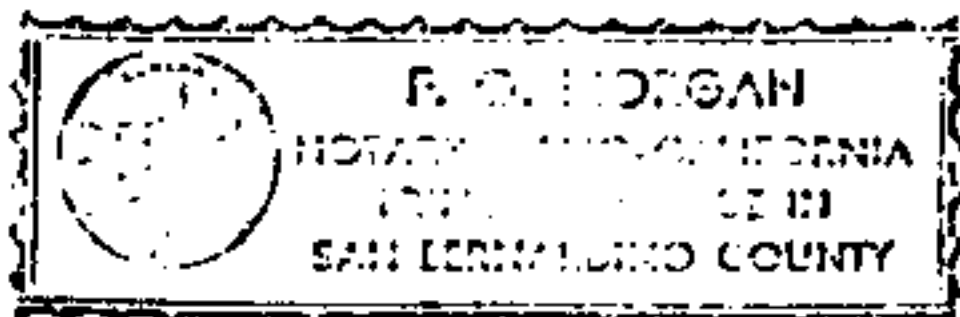
STATE OF CALIFORNIA)
:)
SAN BERNARDINO COUNTY)

I, F. G. Morgan, a
Notary Public _____ in and
for said county, in said state, hereby certify that
Lewis C. Morris, Jr., whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

Given under my hand and official seal, this
26th day of October, A.D. 19 65.

F. G. Morgan
Notary Public or Other Officer

(Notarial or Other
Official Seal)



F. G. MORGAN, Notary Public
in and for the State of California
My Commission Expires Sept. 16, 1968

My Commission expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Marion A. Sexton, a
Notary Public in and
for said county, in said state, hereby certify that
John S. Jemison, Jr., whose
name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

BOOK 356 PAGE 142

Given under my hand and official seal, this
11th day of January, A.D. 1966.

Marion A. Sexton
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: 5/13/68

STATE OF TEXAS)
)
PARKER COUNTY)

I, Mary Beauchamp, a

Notary Public in and

for said county, in said state, hereby certify that

Leonard Jemison, whose

name is signed to the foregoing Indenture as one of the
First Category Signatories thereto, and who is known to
me, acknowledged before me on this day that, being in-
formed of the contents of the said Indenture, he exe-
cuted the same voluntarily on the day the same bears date
of execution by him.

Given under my hand and official seal, this

25th day of September, A.D. 1965.

Mary Beauchamp
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: June 1, 1967

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

Jessie Ann Yarbrough Jemison, whose name is signed to the foregoing Indenture as one of the Second Category Signatories thereto, and who is known to me, and who is known to me to be the spouse of

Elbert S. Jemison, Jr., acknowledged before me on this day that, being informed of the contents of the said Indenture, she, as such a Second Category Signatory, executed the same voluntarily on the day the same bears date of execution by her.

Given under my hand and official seal, this
6th day of December, A.D.
 19 65.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1909
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and

for said county, in said state, hereby certify that
George Wheeler Matthews, Jr., whose
name is signed to the foregoing Indenture as one of the
Second Category Signatories thereto, and who is known to
me, and who is known to me to be the spouse of Eugenia Jemison Matthews, acknowledged before
me on this day that, being informed of the contents of
the said Indenture, he, as such a Second Category
Signatory, executed the same voluntarily on the day the
same bears date of execution by him.

Given under my hand and official seal, this
16th day of December, A.D.
19 65.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

Robert Montgomery Goodall, Jr., whose
name is signed to the foregoing Indenture as one of the
Second Category Signatories thereto, and who is known to
me, and who is known to me to be the spouse of _____

Virginia Jemison Goodall, acknowledged before
me on this day that, being informed of the contents of
the said Indenture, he, as such a Second Category
Signatory, executed the same voluntarily on the day the
same bears date of execution by him.

Given under my hand and official seal, this
6th day of December, A.D.
1965.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: _____
Notary Public, Jefferson County, Ala.
My commission expires Mar. A. 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Lucille B. Stewart, a
Notary Public in and
for said county, in said state, hereby certify that

Mary Nice Jemison, whose
name is signed to the foregoing Indenture as one of the
Second Category Signatories thereto, and who is known to
me, and who is known to me to be the spouse of William Jemison, acknowledged before
me on this day that, being informed of the contents of
the said Indenture, she, as such a Second Category
Signatory, executed the same voluntarily on the day the
same bears date of execution by her.

Given under my hand and official seal, this
6th day of December, A.D.
1965.

Lucille B. Stewart
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: _____
Notary Public, Jefferson County, Ala.
My commission expires Mar. 4, 1968
Bonded by Home Indemnity Co. of N. Y.

STATE OF Pennsylvania)
Northampton COUNTY)

I, Massey Comegys, a
Notary Public _____ in and

for said county, in said state, hereby certify that

Ruth Gibson Morris, whose
name is signed to the foregoing Indenture as one of the
Second Category Signatories thereto, and who is known to
me, and who is known to me to be the spouse of _____

Edward W. Morris, acknowledged before
me on this day that, being informed of the contents of
the said Indenture, she, as such a Second Category
Signatory, executed the same voluntarily on the day the
same bears date of execution by her.

Given under my hand and official seal, this
21st day of September, A.D.
1965.

Massey Comegys
Notary Public or Other Officer

NOTARY PUBLIC
My Commission Expires
May 4, 1967
Northampton County
Commonwealth of Pennsylvania

(Notarial or Other
Official Seal)

My Commission expires: _____

STATE OF CALIFORNIA)
SAN BERNARDINO COUNTY)

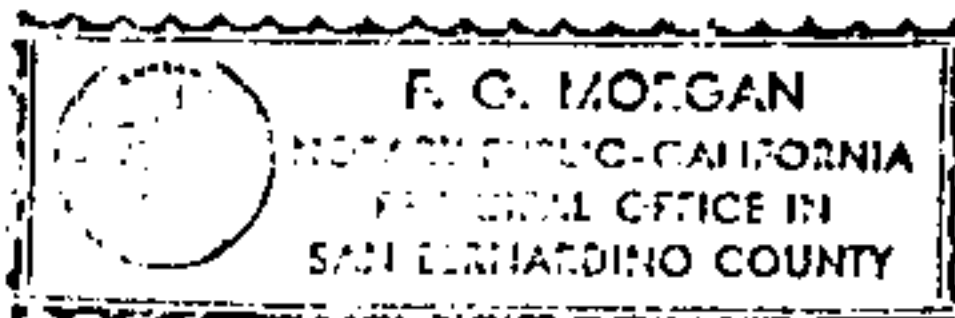
I, F. G. Morgan, a
Notary Public in and
for said county, in said state, hereby certify that
Doris Cates Morris, whose
name is signed to the foregoing Indenture as one of the
Second Category Signatories thereto, and who is known to
me, and who is known to me to be the spouse of
Lewis C. Morris, Jr., acknowledged before
me on this day that, being informed of the contents of
the said Indenture, she, as such a Second Category
Signatory, executed the same voluntarily on the day the
same bears date of execution by her.

Given under my hand and official seal, this
26th day of October, A.D.
19 65.

F. G. Morgan
Notary Public or Other Officer

F. G. MORGAN, Notary Public
In and for the State of California
My Commission Expires Sept. 16, 1966

(Notarial or Other
Official Seal)



My Commission expires: _____

BOOK PAGE 151 356

Given under my hand and official seal, this
11th day of January, A.D.
 19 66.

(Notarial or Other
Official Seal)

My Commission expires: 2/13/68

STATE OF TEXAS)
PARKER COUNTY)

I, Mary O'Con, a
Notary Public in and

for said county, in said state, hereby certify that

Gretchen W. Jenison, whose
name is signed to the foregoing Indenture as one of the
Second Category Signatories thereto, and who is known to
me, and who is known to me to be the spouse of

Leonard Jenison, acknowledged before
me on this day that, being informed of the contents of
the said Indenture, she, as such a Second Category
Signatory, executed the same voluntarily on the day the
same bears date of execution by her.

Given under my hand and official seal, this
29th day of September, A.D.
19 65.

Mary O'Con
Notary Public or Other Officer

(Notarial or Other
Official Seal)

My Commission expires: June 1, 1967

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Alton Thompson, a Notary
Public in and for the said county the said state,
hereby certify that M. Graham Musgr, whose
name as Trust Officer of The First
National Bank of Birmingham, a corporation, is signed
to the foregoing Indenture, and who is known to me,
acknowledged before me on this day that, being informed
of the contents of the said Indenture, he, as such of-
ficer and with full authority, executed the same vol-
untarily for and as the act of the said corporation.

Given under my hand and official seal this
the 19 day of January, A.D. 1966.

Alton Thompson
Notary Public

(Notarial
Seal)

My Commission expires: _____

CERTIFICATE

I, Carey F. Hollingsworth, Jr., Vice President and Trust Officer of AmSouth Bank N.A., hereby certify that the foregoing Indenture consisting of typewritten pages numbered one (1) through fifty-seven (57), inclusive, is a full, true and correct copy of the original thereof and that I am duly authorized to so certify as an authorized officer of said Bank.

This the 25th day of May, 1984.

Carey F. Hollingsworth, Jr.
Carey F. Hollingsworth, Jr.
Vice President and Trust Officer

BOOK 356 PAGE 154

STATE OF ALA. SHELBY CO. 01
I CERTIFY THAT
INSTRUMENT NO. 1111
1984 JUN -5 AM 10:57

Thomas C. Hollingsworth, Jr.
JUDGE OF PROBATE

Mineral tax - 26.00
Deed tax - .50
Rec. 93.50
Ind. 1.00
121.00