

This instrument prepared by

(Name) J. Richard Duke of Sadler, Sullivan, Sharp & Stutts, P.C.

(Address) 1100 First National-Southern Natural Building, Birmingham, Alabama 35203

WARRANTY DEED- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA
BIBB and SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

GEORGE ALLEN DEGLOND
JUDGE

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration,

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, DAN L. HOWARD and wife, PATRICIA A. HOWARD (hereinafter referred to as Grantor, whether one or more), grant, bargain, sell and convey unto DAN L. HOWARD. DAN L. HOWARD, with his wife's consent, then grants, bargains, sells and conveys to DAN L. HOWARD and PATRICIA G. HOWARD, Trustees of the Dan L. Howard Irrevocable Trust executed the 14th day of March, 1985

(herein referred to as grantee, whether one or more), the following described real estate, situated in Bibb and Shelby Counties, Alabama, to-wit:

TRACT 1:

Part of Sections 13, 19 and 24-24N-12E, Bibb County, Alabama, described as follows: Begin at the SE corner of said Section 13; thence north along the section line 800 feet, more or less, to the south right-of-way of Ala. Hwy. No. 25; thence westerly along said right-of-way 971.4 feet; thence south parallel to the section line 2550 feet, more or less, to the center of Mahan Creek; thence easterly along said creek to a point 90.6 feet east of the section line; thence north parallel to the section line 2290 feet, more or less, to the north line of Section 19; thence west 90.6 feet to the point of beginning, containing 65.4 acres, more or less.

TRACT 2:

Part of section 18-24N-12E, Shelby County, Alabama, described as follows: Begin at the SW corner of said section; thence north along the section line 800 feet, more or less, to the south right-of-way of Ala. Hwy No. 25; thence easterly along said right-of-way 90.6 feet, thence south to the south line of said Section 18; thence west 90.6 feet to the point of beginning, containing 1.6 acres, more or less.

SUBJECT TO THE FOLLOWING: (1) Title to minerals underlying caption lands with mining rights and privileges belonging thereto reserved by P H. Fancher heirs & Johnnie C Fancher; (2) Any rights of Shelby County, Ala. under right-of-way deeds recorded in Probate Office of Shelby County, Ala. in Deed Book 82, page 558; in Deed Book 74, page 96; in Deed Book 108, page 121; and under condemnation proceedings in Minute Book 14, page 195; (3) any rights of Bibb County, Alabama under right of way recorded in the Probate Office of Bibb County, Alabama in Deed Book 36, page 145; (4) Any rights of Alabama Power Company under transmission line permits recorded in the Probate Office in Deed Book 99, page 85, in Deed Book 99, page 86; in Deed Book 127, page 329; in Deed Book 127, page 507, in Deed Book 133, page 583; in Deed Book 136, page 326; (5) That certain mortgage with the Federal Land Bank; (6) That certain mortgage with the Merchants & Planters Bank of Montevallo, Alabama.

And I (we) do for ~~myself~~ (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~XXXX~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that ~~XXXX~~ (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set out hands(s) and seal(s), this 14th day of March, 1985

Martha Grace Cottingham (Seal)
Martha Grace Cottingham (Seal)

Dan L. Howard (Seal)
Patricia A. Howard (Seal)

STATE OF ALABAMA
BIBB & SHELBY COUNTY

General Acknowledgment

I, Sessy M. Killingsworth, a Notary Public in and for said County, in said State, hereby certify that Dan L. Howard and Patricia A. Howard whose name s 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 bear date.

Given under my hand and official seal this 14th day of March, A. D., 1985

Sessy M. Killingsworth
Notary Public

My Commission expires: 6/20/88

STATE OF ALABAMA)

SHELBY COUNTY)

DAN L. HOWARD IRREVOCABLE TRUST

THIS TRUST AGREEMENT is made by and between DAN L. HOWARD (hereinafter called the "Grantor"), and DAN L. HOWARD and PATRICIA G. HOWARD (hereinafter sometimes collectively referred to as the "Trustees" or individually as the "Trustee").

1. TRUST PROPERTY. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, conveys, transfers, and delivers to the Trustees the property listed on Schedule A attached hereto and incorporated herein by reference, to have and to hold the same and any cash, securities, or other property which the Trustees may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate," in trust nevertheless for the uses and purposes and upon the terms and conditions hereinafter set forth.

2. DISPOSITIVE PROVISIONS. The Trustees shall hold, manage, invest, and reinvest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as follows:

(a) During the lifetime of the Grantor, the Trustees shall pay to the Grantor all of the net income, including the proceeds from the sale or exchange of capital assets on trust

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corpus, and the portion of any installment payment received by the Trust representing deferred profit, as well as the return of capital, in not less than quarterly installments. If at any time the Grantor should become incapacitated or for any other reason be unable to act in his own behalf, the Trustee may, in his absolute discretion, pay to or apply for the benefit of the Grantor, in addition to the payments hereinabove provided for him, such amounts from the principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for his use and benefit. "Incapacity," as the term is used herein, shall include physical or mental incapacity, whether caused by age, accident or illness; provided, however, that the determination of the Grantor's incapacity shall be determined solely by the Trustee; provided, further, that in order for the Trustee to make a determination of the Grantor's incapacity, it shall not be necessary for the Trustee to obtain a decree or judgment of a court of competent jurisdiction or the agreement or consent of any other person that the Grantor is incompetent to manage or handle his personal affairs under the laws of the State of Alabama.

(a) During the lifetime of the Grantor, the Trustees shall pay to the Grantor all of the net income, including the proceeds from the sale of capital assets on trust corpus and the portion of any installment payment received by the Trust representing deferred profit as well as return of capital, in quarterly installments. If at any time the Grantor should become

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incapacitated or for any other reason be unable to act in his own behalf, the corporate Trustee may, in its absolute discretion, pay to or apply for the benefit of the Grantor, in addition to the payments hereinabove provided for him, such amounts from the principal of the Trust Estate, up to the whole thereof, as the corporate Trustee may from time to time deem necessary or advisable for his use and benefit. Incapacity as the term is used herein shall include physical or mental incapacity, whether caused by age, accident, or illness; provided, however, that the determination of the Grantor's incapacity shall be determined solely by the corporate Trustee; provided, further, that in order for the corporate Trustee to make a determination of the Grantor's incapacity, it shall not be necessary for the corporate Trustee to obtain a decree or judgment of a court of competent jurisdiction or the agreement or consent of any other person that the Grantor is incompetent to manage or handle his personal affairs under the laws of the state of Alabama.

(b) Upon the death of the Grantor, this Trust shall terminate and the property then held hereunder shall be distributed to the Trustee under the DAN L. HOWARD REVOCABLE TRUST dated the 14th day of March, 1985. If said Revocable Trust is not in existence, then upon the death of the Grantor, this trust shall terminate and the Trustee shall pay to the estate of the Grantor any accumulated income and the principal of the trust.

3. TRUST POWERS. Without regard to any legal restrictions otherwise applicable to the Trustee, the Trustee is authorized and empowered, in the Trustees' sole and absolute discretion, to exercise the following discretionary powers as well as any other powers conferred by law:

(a) Investments. To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof in such loans, stocks, bonds, savings accounts or other securities, mortgages, or other property, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee may seem suitable, and to change investments and to make new investments from time to time as to the Trustee may seem necessary or desirable.

(b) Dealings with real estate. To improve, repair, sell, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less term, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate or adjust the boundaries of real estate constituting a part of said trust estate.

(c) Borrowing. To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property

held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.

(d) Holding and disposing of property. To hold any property or securities received by the Trustee as a part of said trust estate so long as the Trustee shall consider the retention thereof for the best interests of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to acquire other property which is not a so-called "legal" investment of trust funds, where such course is, in the Trustee's opinion, for the best interests of said trust estate.

(e) Apportionment to income and principal. To determine whether any money or property coming into the Trustee's hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust estate as to the Trustee may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income.

(f) Liability insurance, mortgages. To keep any property constituting a part of said trust estate properly insured against fire and tornado and other hazards, to pay all taxes or

assessments, mortgages, or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee, which, in the Trustee's judgment, may be proper or necessary.

(g) Employment of agents. To employ and pay reasonable compensation to agents, investment counsel, accountants and attorneys, including the Trustee and any person, partnership, corporation or other entity with which the Trustee may be associated. The foregoing authority shall include, without limitation thereof, the power to authorize the Trustee, person or persons to withdraw funds from any bank account maintained by the trusts and/or to have access to any safe deposit box maintained by the trusts.

(h) Holding and transferring real estate. To take, hold and convey title to real estate or interests therein in the name of the Trustee or in the name of the nominee of the Trustee without disclosing the trusts; and in accepting title to the real estate, neither the Trustee nor the nominee shall be held to have assumed the payment of any encumbrances thereon. All conveyances executed and delivered by the Trustee or the nominee shall be without covenants of warranty except as against the Trustee's or nominee's own acts.

(i) Division and distribution of property in kind. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the

provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, and for that purpose to determine the values thereof, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, without regard to equality of distribution, or federal income tax basis thereof, as the Trustee may deem proper, and to that end may appraise any or all of the property so to be allotted, and the Trustee's judgment as to the propriety of such allotment and as to the relative value and basis for purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof.

(j) Holding property in bearer form. To hold any or all securities or other property in bearer form, in the name of the Trustee or in the name of some other person, partnership or corporation without disclosing any fiduciary relationship.

(k) Voting, reorganization and leasing. To vote in person or by proxy upon all stock held by the Trustee, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such

terms as the Trustee shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as the Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities held by the Trustee, the same rights and powers as are or may be exercised by persons owning similar property in their own right.

(l) Liquidation. To vote in person or by proxy upon all stock held by the Trustee to liquidate the corporation, to sell assets of the corporation, and to distribute assets and/or proceeds of the corporation upon liquidation.

(m) Claims, legal proceedings. To institute and defend any and all suits or legal proceedings relating to the said trust estate in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved, as in the Trustee's judgment may be necessary or proper.

(n) Advancing of money. At any time or from time to time, to advance money to the trust estate from the Trustee's funds for any purpose or purposes of the trust, and may reimburse the Trustee for the money advanced and interest thereon from the trust property, or from any funds belonging to the

trust thereafter coming into the Trustee's custody from any source.

(o) Expenses of trust. To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trusts, including interest, taxes, insurance, including public liability insurance, and compensation to the trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

(p) Instruments. To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in the Trustee.

(q) Funeral expenses of beneficiary. To pay, upon the death of any beneficiary hereunder who is, at the time of his or her death, entitled to any income from the trust estate, the funeral and burial expenses of the last illness of any such beneficiary from the corpus or principal share from which a portion of the income derived has been payable to any such beneficiary.

(r) Loans. To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

(s) Ancillary real property. If the trust estate includes any real or other property situated in a state other than the Trustee's or successor Trustee's place of business, and the Trustee is unable or unwilling to hold title to such property as Trustee, the said Trustee shall be entitled to appoint another Trustee situated in the situs state to act as Trustee of the real property or other property. The Trustee or successor named under this Agreement shall make suitable compensation arrangements with the situs Trustee so that it may be compensated from trust funds.

(t) Incapacity of Trustee to serve. If there is an individual Trustee serving under this Agreement and is at any time unable to participate in trust activities because of illness, disability or other reason, the successor Trustee, if any, may, during this incapacity, make any and all decisions regarding the trust estate as though the successor Trustee were the sole Trustee. In determining the disability of the individual Trustee, the successor Trustee may rely on a certificate or other written statement from two licensed physicians who have examined the individual Trustee.

4. ACCOUNTING BY TRUSTEE. The Trustee shall keep all the accounts and records of the trust created hereby and yearly [quarterly], or oftener, shall render to the Grantor statements showing all receipts, disbursements and investment transactions. After the death of the Grantor, the Trustee shall render, within sixty (60) days, to the Executor or Executrix of the Grantor's

estate, a statement showing in detail receipts, disbursements and distributions of both principal and income of the Trust Estate, and shall with such statement distribute to the personal representative of the Grantor's estate all of the principal and income of the trust, whereupon this trust shall terminate.

(a) This trust is hereby created and the interests hereunder are vested subject to the express condition and reservation, that notwithstanding any other provision of this Agreement to the contrary, at any time after twenty-four (24) months from the date of this Agreement the Grantor shall have the general power from time to time to appoint all or any portion of the principal of this trust to himself or anyone else whom he wishes. Said power of appointment shall be exerciseable by the Grantor causing to be executed and delivered to the Trustee a written document subscribed by the Grantor which specifically refers to this power of appointment and which designates the appointee or appointees. The Trustee shall have a reasonable time after receipt of the writing appointing all or a portion of the Trust Estate in which to deliver that portion or all of the Trust Estate so appointed.

(b) The powers reserved to the Grantor in this Paragraph Four (4) are to be exercisable solely by the Grantor, except that they may also be exercisable by any custodian, attorney-in-fact, or other person qualified to act for the Grantor.

5. COMPENSATION OF TRUSTEES. Any individual Trustee shall not be entitled to any compensation for his services hereunder as a Trustee. Any corporate Trustee shall be entitled to reasonable compensation in light of any services rendered pursuant to this Trust as a Trustee.

6. SPENDTHRIFT CLAUSE. No interest of any beneficiary under this Trust either in income or in principal shall be subject to pledge, assignment, sale, or transfer in any manner, nor shall any of the beneficiaries under the Grantor's Last Will and Testament or their descendants have the power in any manner to anticipate, charge, or encumber his interest, either in income or principal, nor shall such interest of any of the beneficiaries under the Grantor's Last Will and Testament or their descendants be liable or subject in any manner for the debts, contracts, liabilities, engagements, or torts of such beneficiaries or their descendants. While the Grantor has executed a Last Will and Testament prior to execution of this Trust, nothing herein shall be construed to prevent or hinder the Grantor from hereinafter changing such Last Will and Testament.

7. APPOINTMENT OF FIDUCIARIES. The word "Trustee" shall mean the Trustee or Trustees for the time being whether herein designated or hereafter appointed.

(a) DAN L. HOWARD and PATRICIA G. HOWARD of Brierfield, Alabama, are hereby appointed the initial Trustees hereunder. The Trustees may resign as Trustees at any time for any reason. Such resignation shall be effective forthwith upon the

delivery of a writing to that effect signed by the Trustees. In the event that any Trustee hereunder for any reason ceases to be a Trustee under this Agreement, then John P. Kelly of Montevallo, Alabama, shall serve as successor Trustee. All discretionary powers and duties vested in any Trustee hereunder which is not a natural person may be exercised on its behalf from time to time as occasion shall arise by its governing board present by an appropriate committee or by any of its principal officers or trust officers.

(b) No bond, surety or security of any kind shall ever be required of any Trustee serving hereunder at any time. No Trustee shall be liable for cause in any event except for willful malfeasance or bad faith.

8. GENDER. Unless the context requires otherwise, all words used herein in any gender shall extend to and include all genders, and all words used herein in the singular number shall extend to and include the plural, and all words used in the plural number shall extend to and include the singular.

9. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between the parties.

10. GOVERNING LAW. This Trust shall at all times be governed by the laws of the state of Alabama.

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IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals on the 14th day of March, 1985.

Dan L. Howard
DAN L. HOWARD, GRANTOR

Dan L. Howard
DAN L. HOWARD, TRUSTEE

Patricia G. Howard
PATRICIA G. HOWARD, TRUSTEE

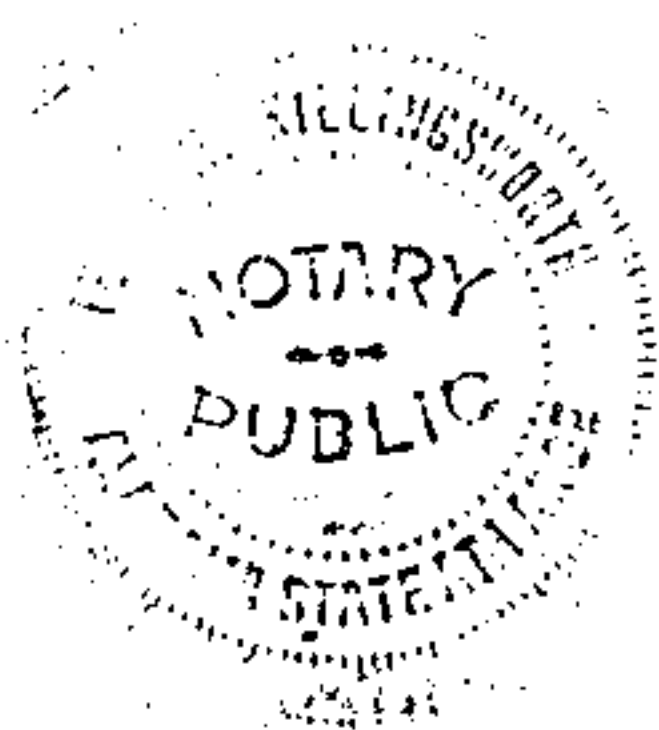
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that DAN L. HOWARD, whose name is signed to the foregoing instrument as Grantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of March, 1985.

Larry M. Killipworth
NOTARY PUBLIC

My Commission Expires: 6/30/88

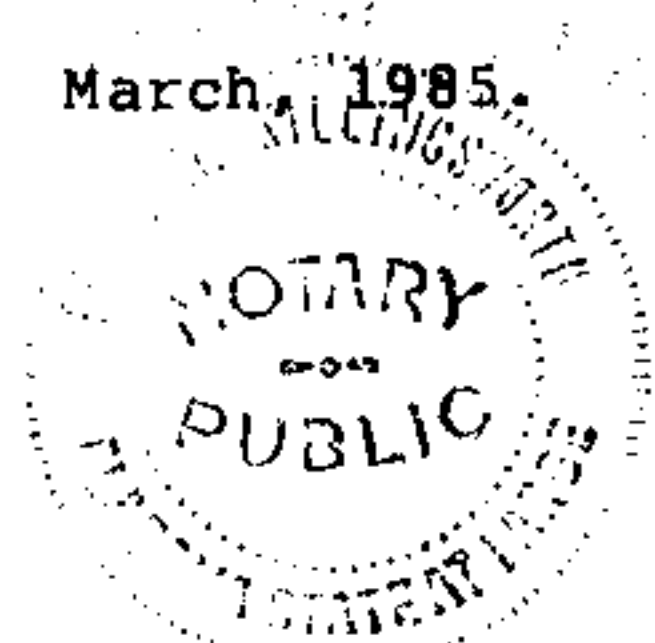


STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that DAN L. HOWARD, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of March, 1985.



Jerry M. Killingsworth
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.
My Commission Expires: 6/20/88
INSTRUMENT WAS FILED

STATE OF ALABAMA)

SHELBY COUNTY)

1985 MAR 14 PM 12:29
TAX PAID in Bibb Co.
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 40.00
Index Fee 1.00
TOTAL \$ 41.00

I, the undersigned authority, in and for said County, in said State, hereby certify that PATRICIA G. HOWARD, whose name is signed to the foregoing instrument as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of March, 1985.



Jerry M. Killingsworth
NOTARY PUBLIC

My Commission Expires: 6/20/88
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